

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS  
AUTHORIZING THE POLICE CHIEF TO EXECUTE THE AGREEMENT WITH  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE SOBRIETY  
CHECKPOINT PROGRAM FOR LOCAL LAW ENFORCEMENT AGENCIES**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILPITAS AS  
FOLLOWS;**

**WHEREAS**, there has been submitted to the City Council of the City of Milpitas a proposed agreement to be entered into by and between the Milpitas Police Department and the Regents of the University of CA School of Public Health UC Berkeley; and

**WHEREAS**, said Agreement is attached as Exhibit A and is made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Milpitas that the agreement attached as Exhibit A is approved and that the Police Chief be authorized and directed to execute for and on behalf of said Milpitas Police Department said Agreement.

PASSED AND ADOPTED this 19<sup>TH</sup> day of December 2006, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
May Lavelle, City Clerk

\_\_\_\_\_  
Jose S. Esteve, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven T. Mattas, City Attorney



The Regents of the University of California,  
School of Public Health UC Berkeley,  
with primary funding from the  
California Office of Traffic Safety

GRANT NUMBER  
SC074304

PURCHASE ORDER NUMBER  
(UC Use Only)

AGREEMENT

1. TITLE OF PROGRAM

**SOBRIETY CHECKPOINT PROGRAM FOR LOCAL LAW ENFORCEMENT AGENCIES**

2. NAME OF APPLICANT AGENCY

Milpitas Police Department

4. PERIOD OF AGREEMENT

Month - Day - Year

From: **10/01/06**

To: **09/30/07**

3. AGENCY UNIT TO HANDLE AGREEMENT

Milpitas Police Department

5. DESCRIPTION OF PROGRAM

The goal of the Sobriety Checkpoint Program for Local Law Enforcement Agencies is to reduce the number of victims killed and injured in alcohol involved crashes in cities participating in this program. Law enforcement agencies will conduct sobriety checkpoints between October 1, 2006 and September 30, 2007. This time period could encompass two statewide and national mobilization periods between December 15, 2006 - January 3, 2007; and August 15, 2007 - September 3, 2007 as well as checkpoints outside of the mobilization periods.

Incorporated into this agreement are attached Schedules A-Description, B-Detailed Budget Estimate, B-1-Budget Narrative, and the attached Terms and Conditions.

6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED \$ 20,400.00

7. APPROVAL SIGNATURES (BY SIGNING THIS PAGE, AGENCY AGREES TO THE TERMS AND CONDITIONS WHICH FOLLOW AND ARE ATTACHED)

A. UNIVERSITY PROGRAM DIRECTOR

NAME: **DAVID RAGLAND** PHONE: 510-642-0655

TITLE: Director, Traffic Safety Center FAX: 510-643-9922

ADDRESS: 2614 Dwight Way, MC 1782  
Berkeley, CA 94720-1782

E-MAIL: **davidr@berkeley.edu**

B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY

NAME: PHONE:

TITLE: FAX:

ADDRESS:

E-MAIL:

(Signature)

(Date)

C. THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AUTHORIZED SIGNATURE

NAME: **BRIAN C. DONOHUE** PHONE: 510-642-3128

TITLE: Business Contracts Office FAX: 510-642-8604

ADDRESS: 6701 San Pablo Avenue, #218  
Berkeley, CA 94720-5600

E-MAIL: **donohue@berkeley.edu**

(Signature)

(Date)

D. AGENCY OFFICE AUTHORIZED TO RECEIVE PAYMENTS

NAME OF ENTITY: PHONE:

ADDRESS: FAX:

E-MAIL:

TAX ID #:

**SCHEDULE A - DESCRIPTION**  
**SOBRIETY CHECKPOINT PROGRAM FOR LOCAL LAW ENFORCEMENT AGENCIES**

**GOALS**

1. To reduce the number of victims killed in alcohol involved crashes.
2. To reduce the number of victims injured in alcohol involved crashes.
3. To reduce nighttime (2100 hours to 0259 hours) single vehicle fatal crashes.
4. To reduce nighttime (2100 hours to 0259 hours) single vehicle injury crashes.
5. To reduce hit and run fatal crashes.
6. To reduce hit and run injury crashes.

**AGENCY OBJECTIVES**

1. To conduct 5 sobriety checkpoints by September 30, 2007.

NOTE: For combination DUI/DL checkpoints, the Agency must issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Also, according to the Attorney General's Office all DUI/DL checkpoint operations must have signs reading "DUI/Driver's License Checkpoint Ahead."

To maximize effectiveness, it may be necessary to conduct a checkpoint operation at more than one location on any given day/night. Each checkpoint should be highly publicized and visible. No occupant restraint citations will be issued at the checkpoints. **OTS does not fund or support independent DL checkpoints or daytime DUI/Driver's License checkpoints operating before 1800 hours.**

2. To participate in DUI roll call training classes for officers and support personnel selected to participate in checkpoints.
3. To collect baseline DUI data for each mobilization period base, on OTS-137 and/or OTS-138 Data Forms.
4. To report DUI mobilization data and corresponding base year crash data for each mobilization period within 7 days after the mobilization ends to the Traffic Safety Center (TSC) Coordinator. The Agency will not receive reimbursement for claimed costs until they submit the OTS-137 and/or OTS-138 Data Forms.
5. To submit claim invoices (OTS-39 and OTS- 39a) by mail on a calendar quarterly basis. The claims will be based on actual overtime costs incurred up to the amount of the approved cost estimate per checkpoint, to the TSC Coordinator. Appropriate payroll and accounting records will be submitted with each claim to substantiate claimed overtime costs.
6. All sobriety checkpoints identified for funding reimbursement in this agreement are over and above other checkpoints that may be included in another OTS grant for sobriety checkpoint funding.
7. To submit with the Quarterly Report all copies of newspaper articles relating to funded checkpoints.

## SOBRIETY CHECKPOINT PROGRAM FOR LOCAL LAW ENFORCEMENT AGENCIES

**Media Objectives**

8. To issue a press release announcing the kick-off of the sobriety checkpoint program. The press releases and media advisories, alerts, and materials must be forwarded to the OTS Public Information Officer at pio@ots.ca.gov for approval 5 days prior to the issuance date of the release.
9. Prior to conducting each checkpoint, submit to the OTS Public Information Officer at pio@ots.ca.gov for review a news release at least 14 days prior to the issuance date of the release. Advance publicity is a key component of an effective sobriety checkpoint operation.
10. To use NHTSA's new DUI tagline, "Drunk Driving. Over the Limit. Under Arrest." on all news releases and checkpoint publication materials.

**METHOD OF PROCEDURE****Phase I Preoperational Data Collection** (October 1, 2006-November 30, 2006)

Existing staff will collect base period data and mobilization period data.

**Phase II Personnel Selection and Training** (October 1, 2006-November 30, 2006)

It is anticipated that a predetermined number of Supervisors, Uniformed Officers, Clerical Staff, Community Service Officers, or Lab Technicians will staff each sobriety checkpoint on an overtime basis. Any role call sobriety checkpoint training must be provided by the applicant agency. (No overtime funds will be allocated for training.)

**Phase III Overtime Checkpoint Operational Period** (October 1, 2006-September 30, 2007)

Supervisors, Officers, and Support Personnel will be deployed, on an overtime basis, at locations and on dates selected for sobriety checkpoints.

**Phase IV Post Operational Data Collection** (December 1, 2006-September 30, 2007)

Prepare and submit to TSC data collected at the checkpoints on the OTS-137 and OTS-138 forms, as appropriate. The OTS-137 is to be completed for checkpoints conducted during each mobilization period, and the OTS-138 is to be completed for checkpoints conducted outside of the mobilization periods. These forms must be submitted within 30 days after each mobilization period or checkpoint conducted.

**Phase V Final Claim Submission**

Prepare and submit final claim to the TSC.

**SCHEDULE B - DETAILED BUDGET ESTIMATE**  
**SOBRIETY CHECKPOINT PROGRAM FOR LAW ENFORCEMENT AGENCIES**

<b>Personnel Costs (Overtime for Sobriety Checkpoints)</b>	<b>Number of Checkpoints</b>	<b>Flat Rate Cost per Checkpoint</b>	<b>Total Cost</b>
<b>Winter Holiday Mobilization Period (Dec. 15, 2006 - Jan. 2, 2007)</b>	1	\$ 4,080.00	\$ 4,080.00
<b>Labor Day Mobilization Period (Aug. 15, 2007 - Sept. 3, 2007)</b>	1	\$ 4,080.00	\$ 4,080.00
<b>Checkpoints Conducted Outside the Mobilization Periods</b>	3	\$ 4,080.00	\$ 12,240.00
<b>GRANT TOTAL</b>			<b>\$ 20,400.00</b>

**SCHEDULE B-1 - BUDGET NARRATIVE**  
**SOBRIETY CHECKPOINT PROGRAM FOR LOCAL LAW ENFORCEMENT AGENCIES**

**Overtime Checkpoint Costs**

The applicant agency will conduct a minimum of 5 sobriety checkpoints during the mobilization periods and outside the mobilization periods and will receive reimbursement for the actual cost of each checkpoint, not to exceed the approved flat rate of \$ 4080 per checkpoint. Unexpended funds cannot be transferred from one checkpoint operation to another for expenditure.

This per checkpoint flat rate represents the approved rate from the agency's application and was calculated based on the average hourly overtime salary costs including benefits of the following:

8 Officer(s) @ \$ 85

**\*\*\* Checkpoints will not be conducted prior to 1800 hours.**

**TERMS AND CONDITIONS****SOBRIETY CHECKPOINT PROGRAM FOR LOCAL LAW ENFORCEMENT AGENCIES****A. Indemnification**

Applicant Agency agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, the Regents of the University of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Applicant Agency in the performance of this agreement.

**B. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**C. Non-Assignability**

The obligations of the Contractor under this Agreement are not assignable to any third party.

**D. Use of University Name/Trademarks**

Applicant Agency shall not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks of the University, in any commercial context, such as may appear on products, in media (including web sites) and print advertisements in cases where such use may imply an endorsement or sponsorship of the Applicant Agency, its products or services. All uses of the University's name and trademarks, therefore, must first receive prior written consent of The Regents of the University of California through the Office of Marketing & Management of Trademarks. This policy is in compliance with the State of California Education Code Section 92000.

**E. Termination**

Each party has the right to suspend, terminate or abandon the execution of any work by the Applicant Agency without cause at any time upon giving prior written notice. In the event that this agreement is suspended, terminated, or abandoned, the Regents of the University of California shall pay the Applicant Agency for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with the Payment Schedule (B-1), provided that the maximum amount payable to the Applicant Agency for its services shall not exceed the Grant Total on Schedule B for services provided hereunder prior to the effective date of suspension, termination, or abandonment.

**F. State of California Terms and Conditions**

Applicant Agency agrees to abide by the General Terms, Conditions, and Certifications contained in OTS Grant Program Manual, Chapter 6, Exhibit 6-A [www.ots.ca.gov](http://www.ots.ca.gov).